

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:)	ADMINISTRATIVE ORDER
)	ON CONSENT
EVERGREEN MANOR GROUNDWATER)	
CONTAMINATION SITE)	U.S. EPA Region 5
Winnebago County, Illinois)	CERCLA Docket No.
)	
Ecolab Inc.,)	V-W- '99-C-537
Regal-Beloit Corporation,)	
Waste Management of Wisconsin, Inc.))	PROCEEDING UNDER SECTION
Waste Management of Illinois, Inc.))	122(h)(1) OF CERCLA
)	42 U.S.C. §9622(h)(1)
SETTLING PARTIES)	

I. JURISDICTION AND GENERAL PROVISIONS

1. The United States Environmental Protection Agency ("U.S. EPA") is entering into this Administrative Order on Consent ("Order") pursuant to the authority vested in the Administrator of the U.S. EPA by Sections 106, 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9606(a), 9607 and 9622, which authority has been delegated to the Regional Administrators of the U.S. EPA by U.S. EPA Delegation No. 14-14-D and redelegated to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D. This Order is also entered into pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States, which authority, in the circumstances of this settlement, has been delegated to the Assistant Attorney General, Environment and Natural Resources Division, U.S. Department of Justice ("DOJ"). The State of Illinois is entering into this Order pursuant to Illinois statutory and common law authority and pursuant to the authority of the Illinois Attorney General to negotiate and settle claims on behalf of the People of the State of Illinois.
2. U.S. EPA and the State of Illinois are entering into this Order with Ecolab Inc. ("Ecolab"), Regal-Beloit Corporation ("Regal-Beloit"), Waste Management of Wisconsin, Inc. and Waste Management of Illinois, Inc. ("Waste Management") (collectively these four parties will be referred to as "Settling Parties"). Each Settling Party consents to and

will not contest the authority of the United States or the State to enter into this Order or to implement or enforce its terms.

3. This Order requires the Settling Parties to partially fund a Removal Action to be implemented by U.S. EPA in connection with an area of groundwater contamination which includes portions of the Evergreen Manor, Hononegah Heights, and Olde Farm Subdivisions, approximately 1.5 miles northwest of the Village of Roscoe in Winnebago County, Illinois. The Site area is generally located in the west ½ of Sections 21 and 29, the south half of Section 16, and the east ½ of Sections 20 and 30, Township 46 North, Range 2 East (hereinafter referred to as the "Evergreen Manor Groundwater Contamination Site" or the "Site"). This Order also requires the Settling parties to partially reimburse the State for its past costs incurred in connection with this Site.
4. The Settling Parties' participation in this Order shall not constitute, or be construed as, an admission of liability for any contamination allegedly present at the Site. The Settling Parties expressly deny any such liability and the Settling Parties' participation in this Order shall not be construed as agreement with or acquiescence to the Allegations of Fact (Section IV) or the Conclusions of Law and Determinations (Section V). The Settling Parties agree to comply with and be bound by the terms of this Order. The Settling Parties further agree that they will not contest the basis or validity of this Order or its terms in any action to enforce the terms of this Order.

II. PARTIES BOUND

5. This Order shall be binding upon U.S. EPA, the State, and upon the Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Order. Each signatory to this Order certifies that he or she is authorized to enter into the terms and conditions of this Order and to bind legally the party represented by him or her.

III. STATEMENT OF PURPOSE

6. By entering into this Order, the mutual objective of the Parties is to avoid difficult and prolonged litigation by

allowing Settling Parties to make a cash payment to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief and response costs incurred and to be incurred in connection with implementation of the Removal Action which is described in Appendix A of this Order, and to resolve their alleged civil liability to the State under Section 22.2(f) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/22.2(f) (1996), for costs incurred or to be incurred by the State for Matters Addressed, subject to the Reservations of Rights (Section X).

IV. ALLEGATIONS OF FACT

U.S. EPA's and the State's Allegations of Fact, set forth below in Paragraphs 7 through 15, are based on available information, including the Administrative Record in this matter. The Settling Parties do not admit that these Allegations of Fact are true or have been proved. The Settling Parties do not waive any factual or legal challenges to these Allegations of Fact.

7. The Evergreen Manor Groundwater Contamination Site is located approximately 1.5 miles northwest of Roscoe, Illinois in Winnebago County, in the west ½ of Sections 21 and 29, the south half of Section 16, and the east ½ of Sections 20 and 30, Township 46 North, Range 2 East.
8. Groundwater samples taken by the Illinois Environmental Protection Agency ("IEPA"), the Illinois Department of Public Health ("IDPH"), and U.S. EPA indicate that portions of the Site are contaminated with trichloroethene ("TCE") and tetrachloroethene ("PCE") in excess of Maximum Contaminant Levels ("MCL" - the maximum allowable concentration of a substance in a public drinking water supply). Concentrations of TCE in samples collected from the Site have ranged from a high of 90.9 ppb in 1991 to a high of 18 ppb in 1998. Concentrations of PCE in samples collected from the Site have ranged from a high of 5.8 ppb in 1991 to a high of 5.3 ppb in 1998. The MCL for TCE and PCE is 5 ppb.
9. On October 23, 1998, U.S. EPA sent general notice letters regarding the Evergreen Manor Groundwater Contamination Site to AAA Disposal Systems Inc. ("AAA Disposal"), the Estate of Jack Ter Maat (deceased prior owner of AAA Disposal), Richard Ter Maat (prior owner of AAA Disposal), Regal-Beloit, Ecolab Inc., and Waste Management, indicating that U.S. EPA considered them to be potentially responsible

parties ("PRPs") pursuant to Section 107(a) of CERCLA, 42 U.S. C. § 9607(a). The general notice letters also discussed providing an alternate source of drinking water to certain residents and the performance of a focused remedial investigation/feasibility study ("RI/FS").

10. Waste Management currently owns and operates a waste transfer station at the facility located at 13125 North Second Street, Roscoe, Illinois, which it acquired from AAA Disposal on September 30, 1988. The Waste Management facility is located in the west half of Section 21, Township 46 North, Range 2 East.
11. Ecolab owns and operates a facility located at State Route 251 and Rockton Road, South Beloit, Illinois. The facility was originally built in the late 1950s by Klenzade Products, Inc. Economics Laboratory, Inc. (now Ecolab) acquired Klenzade and the facility in August 1961. The Ecolab facility is located in the west half of Section 21, Township 46 North, Range 2 East.
12. Since 1959, Regal-Beloit has owned and operated a facility located at 5330 East Rockton Road, South Beloit, Illinois, which is located in the south half of Section 16, Township 46 North, Range 2 East.
13. In October 1998, U.S. EPA completed an Engineering Evaluation/Cost Analysis ("EE/CA") which evaluated three options for abating the threat to human health from exposure to contaminated drinking water: 1) construction of a water main extension project to bring potable water from the North Park Public Water District to the individual residences threatened by contaminated water ("North Park water main extension project"); 2) point-of-entry residential treatment involving the use of carbon filters at the outlet of the well; and 3) point-of-use residential treatment involving the use of carbon filters at the kitchen faucet.
14. On November 10, 1998, U.S. EPA opened the public comment period for the EE/CA. A public meeting was held in the community on November 17, 1998. Public comments were accepted at the public meeting and by mail during the 30 day public comment period. Almost all of the comments received during the public comment period favored the North Park water main extension project.
15. On March 2, 1999, U.S. EPA issued an Action Memorandum documenting its selection of construction of the North Park

water main extension project as the Removal Action to address contamination at the Site.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

U.S. EPA's and the State's Conclusions of Law and Determinations, set forth in Paragraphs 16 through 23, are based on U.S. EPA's and the State's Allegations of Fact set forth above, and the Administrative Record in this matter. The Settling Parties do not admit that these Conclusions of Law and Determinations are true or have been proved. The Settling Parties do not waive any factual or legal challenges to these Conclusions of Law and Determinations.

16. The Evergreen Manor Groundwater Contamination Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), and Section 22.2(h) of the Act, 415 ILCS 5/22.2(h) (1996).
17. TCE and PCE are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and Section 3.14 of the Act, 415 ILCS 5/3.14 (1996).
18. Each Settling Party is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21), and Section 3.26 of the Act, 415 ILCS 5/3.26 (1996).
19. Each Settling Party is a liable person under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and Section 22.2(f) of the Act, 415 ILCS 5/22.2(f) (1996).
20. The contaminated groundwater at the Site constitutes an actual or threatened "release" of a hazardous substance from the facility into the "environment" as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§ 9601(8) and (22), and Section 3.33 of the Act, 415 ILCS 5/3.33 (1996).
21. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 C.F.R. § 300.415(b)(2).
22. The actual or threatened release of hazardous substances at the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

23. The Removal Action to be performed at this Site is consistent with the NCP and is necessary to protect the public health, welfare, or the environment.

VI. DEFINITIONS

24. Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Order or in any appendix attached hereto, the following definitions shall apply:
- a. "Act" shall mean the Illinois Environmental Protection Act.
 - b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.
 - c. "Day" shall mean a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
 - d. "Illinois EPA" shall mean the Illinois Environmental Protection Agency.
 - e. "Interest" payable to U.S. EPA shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). "Interest" payable to the State shall mean interest at the maximum rate allowable under Section 103(a) of the Illinois Income Tax Act, 35 ILCS 5/103(a) (1996).
 - f. "Matters Addressed" in this Order shall mean U.S. EPA's and Illinois EPA's past costs incurred in connection with the Site as of the effective date of this Order; all costs incurred to implement the Removal Action (the North Park water main extension project, described in Appendix A), including U.S. EPA's and Illinois EPA's oversight costs; and all activities undertaken by U.S. EPA, Illinois EPA, or any other party to implement the Removal Action.

- g. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.
- h. "Order" shall mean this Order and any attached appendices. In the event of conflict between this Order and any appendix, the Order shall control.
- i. "Paragraph" shall mean a portion of this Order identified by an Arabic numeral or a lower case letter.
- j. "Parties" shall mean U.S. EPA, Illinois EPA, the State and Settling Parties.
- k. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6901, et seq. (also known as the Resource Conservation and Recovery Act).
- l. "Removal Action" shall mean all activities to be undertaken to design, construct, operate and maintain the North Park water main extension project, as more fully described in Appendix A of this Order.
- m. "Response Costs" or "Costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), and Section 3.40 of the Act, 415 ILCS 5/3.40 (1996).
- n. "Section" shall mean a portion of this Order identified by a Roman numeral.
- o. "Settling Parties" shall mean Ecolab Inc., Regal-Beloit Corporation, Waste Management of Illinois, Inc. and Waste Management of Wisconsin, Inc. and their successors and assigns.
- p. "Site" shall mean the Evergreen Manor Groundwater Contamination Site as described in paragraph 3 of this Order.
- q. "State" shall mean the State of Illinois.
- r. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

- s. "U.S. EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

VII. PAYMENTS BY SETTLING PARTIES

25. Within thirty (30) days of the effective date of this Order, as defined in paragraph 55, the Settling Parties shall pay \$2,100,850 to the U.S. EPA Hazardous Substance Superfund to be used by U.S. EPA in its implementation of the North Park water main extension project at the Evergreen Manor Groundwater Contamination Site. The Settling Parties shall make such payment to U.S. EPA by any method authorized by U.S. EPA, including Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Settling Parties by U.S. EPA Region 5. All payments shall be accompanied by a statement identifying the name and address of the party making payment, the Site name, the U.S. EPA Region, the Site ID, which is # ILD 984 836 734, and the U.S. EPA docket number for this action. Appendix B sets forth the specific amount which each Settling Party agrees to pay.

26. At the time of payment, each Settling Party shall send notice that such payment has been made to:

Janice S. Loughlin
Associate Regional Counsel
U.S. EPA, Region 5
77 West Jackson Blvd
Chicago, Illinois 60604

and to:

Director, Superfund Division,
U.S. EPA Region 5
77 West Jackson Blvd.
Chicago, Illinois, 60604-3590.

27. The total amount to be paid pursuant to Paragraph 25 shall be deposited in the Evergreen Manor Special Account, an interest-bearing account within the U.S. EPA Hazardous Substance Superfund. These funds shall be used to conduct or finance the Removal Action. Any remaining funds may be used to finance an RI/FS or other response actions at or in connection with the Site. Any balance remaining in the Evergreen Manor Special Account shall be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

28. Within thirty (30) days of the effective date of this Order, as defined in paragraph 55, the Settling Parties shall pay \$100,000.00 to the State, for reimbursement of costs incurred or to be incurred for Matters Addressed. Appendix B sets forth the specific amount which each Settling Party agrees to pay. Payment shall be made by certified or cashier's check payable to the Treasurer of the State of Illinois, designated to the Hazardous Waste Fund, and submitted to:

Illinois Environmental Protection Agency
Fiscal Services Section
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62702

The Site name shall appear on the face of the check. A copy of the check and the transmittal letter shall be sent to:

Elizabeth Wallace
Assistant Attorney General
Office of the Attorney General
Environmental Bureau
100 W. Randolph Street, 11th Flr.
Chicago, IL 60601

VIII. FAILURE TO COMPLY WITH ORDER

29. The Settling Parties' obligations to pay the \$2,100,850 owed to U.S. EPA under paragraph 25 and Appendix B of this Order, and the Settling Parties' obligations to pay the \$100,000.00 to the State under paragraph 28 and Appendix B of this Order, are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under this Order, the remaining Settling Parties shall be responsible for such payments.
30. If any Settling Party fails to make a payment under Paragraphs 25 and 28 and Appendix B by the required due date, Interest shall accrue on the unpaid balance from the due date through the date of payment for such Settling Party.
31. If any Settling Party fails to make a payment due under Paragraph 25 and Appendix B by the required due date, such Settling Party shall be in violation of this Order and shall pay to U.S. EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 30, \$2,000 per violation per day that such payment is late.

32. If any Settling Party fails to make a payment due under Paragraph 28 and Appendix B by the required due date, such Settling Party shall be in violation of this Order and shall pay to the State, as a stipulated penalty, in addition to the Interest required by Paragraph 30, \$2,000 per violation per day that such payment is late.
33. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties. All payments made to U.S. EPA under paragraph 31 shall be identified as "stipulated penalties" and shall be made by certified or cashier's check, payable to "U.S. EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall identify the name and address of the party making payment, the Site name, the U.S. EPA Region and Site ID # ILD 984 836 734, and the U.S. EPA docket number for this action, and shall be sent to:

U.S. EPA Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

All payments made to the State under Paragraph 32 shall be identified as "stipulated penalties" and paid in the same manner and with the same notice as provided in Paragraph 28 above.

34. At the time of payment to U.S. EPA, each Settling Party making a payment shall send notice that such payment has been made to:

Janice S. Loughlin
Associate Regional Counsel
U.S. EPA, Region 5
77 West Jackson Blvd
Chicago, Illinois 60604

and to:

Director, Superfund Division,
U.S. EPA Region 5
77 West Jackson Blvd.
Chicago, Illinois, 60604-3590.

35. Penalties shall accrue as provided above regardless whether or not U.S. EPA or the State has notified Settling Parties of the violation or made a demand for payment. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of

payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.

36. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to the United States by virtue of one or more Settling Parties' failure to comply with the requirements of this Order, any Settling Party who fails or refuses to comply with any term or condition of this Order shall be subject to enforcement action pursuant to Section 122 of CERCLA, 42 U.S.C. § 9622. If the United States brings an action to enforce this Order, each Settling Party against whom the enforcement action is brought shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.
37. Notwithstanding any other provision of this Section, U.S. EPA and the State may, in their unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Order. Any payment of stipulated penalties by a Settling Party shall not excuse such Settling Party from payment as required by Section VII or from performance of any other requirements of this Order.

IX. COVENANT NOT TO SUE BY U.S. EPA AND THE STATE

38. Except as provided in Section X (Reservation of Rights), U.S. EPA and the State covenant not to sue or take administrative action against the Settling Parties under Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), or Section 22.2(f) of the Act, 415 ILCS 5/22.2(f) (1996): (i) to require the Settling Parties to perform the Removal Action which is described in Appendix A; (ii) to recover U.S. EPA's or the State's past costs related to this Site which were incurred by U.S. EPA or the State up until the effective date of this Order; or (iii) to recover costs to be incurred by U.S. EPA and the State in connection with implementation of the Removal Action which is described in Appendix A, including, but not limited to, U.S. EPA's and the State's oversight costs incurred, or to be incurred in connection with such Removal Action.
39. This covenant not to sue is effective as of the effective date of this Order, conditioned upon the complete and satisfactory performance by Settling Parties of their obligations under this Order. This covenant not to sue

extends only to the Settling Parties identified in Paragraph 2 and does not extend to any other person.

X. RESERVATIONS OF RIGHTS

40. U.S. EPA and the State reserve, and this Order is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by U.S. EPA and the State set forth in Paragraphs 38 and 39. Notwithstanding any other provision of this Order, U.S. EPA and the State reserve all rights against Settling Parties with respect to:
- a. liability for failure of Settling Parties to meet a requirement of this Order;
 - b. criminal liability;
 - c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
 - d. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site;
 - e. liability to perform future response actions at the Site, other than the Removal Action described in Appendix A;
 - f. liability for U.S. EPA's and the State's future costs incurred in the performance of an RI/FS in connection with the Site;
 - g. liability for any other future costs incurred by U.S. EPA and the State for response actions at the Site other than the Removal Action described in Appendix A and Matters Addressed.
41. The Settling Parties reserve, and this Order is without prejudice to, all rights and claims which any of them may have now or in the future, known or unknown, against any and all persons who are not signatories to this Order, including AAA Disposal, the Estate of Jack Ter Maat, and Richard Ter Maat.
42. Nothing in this Order is intended to be, nor shall it be construed as, a release, covenant not to sue, or compromise

of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which U.S. EPA or the State may have against any person, firm, corporation or other entity not a signatory to this Order, including AAA Disposal, the Estate of Jack Ter Maat, and Richard Ter Maat.

XI. COVENANTS NOT TO SUE BY AND BETWEEN SETTLING PARTIES

43. Settling Parties agree not to assert any claim or cause of action against the United States, the State, or their contractors or employees, with respect to the Removal Action at this Site or this Order, including but not limited to:
 - a. any action challenging U.S. EPA's or the Illinois EPA's selection or implementation of the Removal Action described in Appendix A;
 - b. any direct or indirect claim for reimbursement from the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
 - c. any claims arising out of the Removal Action at the Site; or
 - d. any claim against the United States or the State, including any department, agency or instrumentality of the United States, or the State pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to U.S. EPA's or Illinois EPA's implementation of the Removal Action at this Site.
44. Nothing in this Order shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).
45. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against each other with regard to Matters Addressed, except for claims to enforce the terms of this Order and claims with respect to the liabilities identified in paragraph 40.a through 40.g. This covenant not to sue extends only to the Settling Parties and does not extend to any other person.

XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

46. Nothing in this Order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Order. U.S. EPA and the State reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.
47. The Parties agree that Settling Parties are entitled, as of the effective date of this Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Order. The "matters addressed" in this Order shall mean U.S. EPA's and Illinois EPA's past costs incurred in connection with the Site as of the effective date of this Order; all costs incurred to implement the Removal Action, including U.S. EPA's and Illinois EPA's oversight costs; and all activities undertaken by U.S. EPA, Illinois EPA, or any other party to implement the Removal Action.
48. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue set forth in Paragraph 38.

XIII. SITE ACCESS

49. The Parties agree that the U.S. EPA is entitled to access to the Site as provided by Section 104 of CERCLA, 42 U.S.C. 9604, and the Illinois EPA is entitled to access to the Site as provided by Section 4(d) of the Act, 415 ILCS 5/4(d) (1996).

50. U.S. EPA, and not the Settling Parties, is responsible for obtaining access to all other properties needed for implementation of the Removal Action.
51. Notwithstanding any provision of this Order, U.S. EPA and the State retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, the Act and any other applicable statutes or regulations.

XIV. SEVERABILITY

52. If a court issues an order that invalidates any provision of this Order or finds that the Settling Parties have sufficient cause not to comply with one or more provisions of this Order, the Settling Parties shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XV. INTEGRATION/APPENDICES

53. This Order and its Appendix A and Appendix B constitute the final, complete and exclusive Order and understanding among the Parties with respect to the settlement embodied in this Order. The Parties acknowledge that there are no representations, Orders, or understandings relating to the settlement other than those expressly contained in this Order.

XVI. AMENDMENTS

54. This Order may be amended by the Parties only upon execution of a duly authorized written amendment agreed to by U.S. EPA, the State, and the Settling Parties.

XVII. EFFECTIVE DATE

55. This Order shall be effective upon receipt by the Settling Parties of a copy of this Order signed by the Director, Superfund Division, U.S. EPA Region 5, the Assistant Attorney General, the Illinois EPA and the Illinois Attorney General's Office.

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory and its successors and assigns to this document.

IN THE MATTER OF:
EVERGREEN MANOR GROUNDWATER CONTAMINATION SITE
WINNEBAGO COUNTY, ILLINOIS

FOR ECOLAB INC.

BY:

Allan L. Schuman

DATE: March 15, 1999

SMC

Name: Allan L. Schuman

Title: President and Chief Executive Officer

IN THE MATTER OF:
EVERGREEN MANOR GROUNDWATER CONTAMINATION SITE
WINNEBAGO COUNTY, ILLINOIS

FOR REGAL-BELOIT CORPORATION

BY:

Name:

Title:

James L. Pappard

James L. Pappard

PRESIDENT, C.E.O.

DATE:

3/17/99

IN THE MATTER OF:
EVERGREEN MANOR GROUNDWATER CONTAMINATION SITE
WINNEBAGO COUNTY, ILLINOIS

FOR WASTE MANAGEMENT of WISCONSIN, INC.

BY: *Jack Douglas*
Name: Jack Douglas
Title: Area Director

DATE: 3/16/99

IN THE MATTER OF:
EVERGREEN MANOR GROUNDWATER CONTAMINATION SITE
WINNEBAGO COUNTY, ILLINOIS

FOR WASTE MANAGEMENT of ILLINOIS, INC.

BY: *Jack Dowden*
Name: *Jack Dowden*
Title: *Area Director*

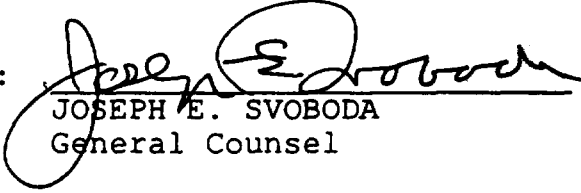
DATE: *3/16/99*

IN THE MATTER OF:
EVERGREEN MANOR GROUNDWATER CONTAMINATION SITE
WINNEBAGO COUNTY, ILLINOIS

FOR THE ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

IT IS SO AGREED:

BY:


JOSEPH E. SVOBODA
General Counsel

Date:

3-15-99

IN THE MATTER OF:
EVERGREEN MANOR GROUNDWATER CONTAMINATION SITE
WINNEBAGO COUNTY, ILLINOIS

FOR THE PEOPLE OF THE STATE OF ILLINOIS
ex rel. JAMES E. RYAN, Attorney General
of the State of Illinois

IT IS SO AGREED:

MATTHEW J. DUNN, Chief
Environmental Enforcement/
Asbestos Litigation Division

BY:

Matthew J. Dunn
WILLIAM D. SEITH, Chief
Environmental Bureau
Assistant Attorney General

Date:

3/15/99

IN THE MATTER OF:
EVERGREEN MANOR GROUNDWATER CONTAMINATION SITE
WINNEBAGO COUNTY, ILLINOIS

FOR THE UNITED STATES OF AMERICA

IT IS SO AGREED:

BY: *L. J. Schaffer*

DATE: 9/1/89

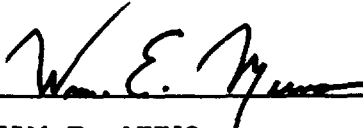
LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

IN THE MATTER OF:
EVERGREEN MANOR GROUNDWATER CONTAMINATION SITE
WINNEBAGO COUNTY, ILLINOIS

FOR THE UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

IT IS SO AGREED:

BY:


WILLIAM E. MUNO
Director
Superfund Division
United States
Environmental Protection Agency
Region 5

DATE:

3/17/99

APPENDIX A

REMOVAL ACTION TO BE IMPLEMENTED AT EVERGREEN MANOR SITE

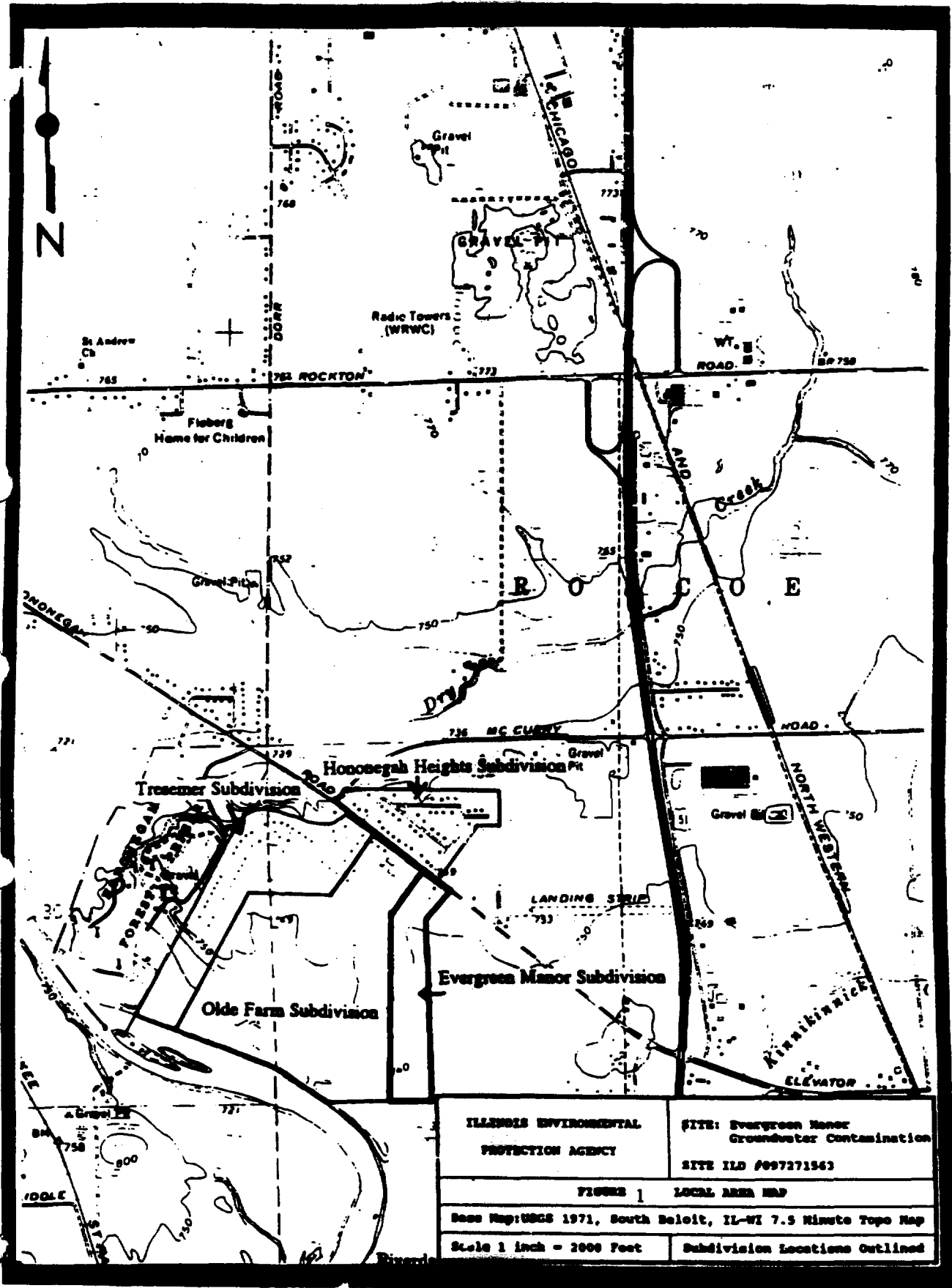
The Evergreen Manor Site is located approximately 1.5 miles northwest of the Village of Roscoe in Winnebago County, Illinois. The Site area is generally located in the west ½ of Sections 21 and 29, the south half of Section 16, and the east ½ of Sections 20 and 30, Township 46 North, Range 2 East (hereinafter referred to as the "Evergreen Manor Groundwater Contamination Site" or the "Site"). The Site includes approximately 250 homes with an estimated total population of 700 persons. More specifically, the area this removal action is addressing includes properties located in the residential areas of Evergreen Manor subdivision, Hononegah Heights subdivision, and the Olde Farm subdivision (see Figure 1). Hononegah Heights subdivision is located north of Hononegah Road while the other two subdivisions are located south of Hononegah Road.

The removal action to be implemented at this Site shall be consistent with the National Contingency Plan ("NCP") and shall involve the construction of a water main extension project to bring potable water from the North Park Public Water District to the individual residences potentially threatened by contaminated water. The provision of an alternative water supply will involve the layout of pipelines from the potable water source to the customer and the connection of the customer to the potable water source. The excavated areas will be backfilled with clean fill and restored to, at a minimum, pre-existing conditions. Specific removal action tasks are as follows:

- Construct a water main extension from the North Park Public Water District to the requesting residences affected by the plume located within the boundaries shown in Figure 2 attached hereto (requesting residences);
- Disconnect all requesting residences from their existing water supply;
- Connect all requesting residences to the North Park public water supply system;
- Abandon all wells previously used by requesting residences according to IEPA regulations.
- Restore excavated areas to pre-existing conditions.

Uncertainties which may affect implementation of the proposed removal action include: 1) seasonal conditions which may postpone

start of construction during severe winter weather; 2) the potential that some affected residents will decide not to accept the municipal hook-up due to well abandonment requirements or for other personal reasons; and 3) potential difficulties in securing access, easements and/or rights of way. These uncertainties may affect the time required to complete construction, the actual number of connections to be made, and the overall project cost.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY	SITE: Evergreen Manor Groundwater Contamination SITE ID: #097271563
FIGURE 1 LOCAL AREA MAP	
Base Map: USGS 1971, South Beloit, IL-WI 7.5 Minute Topo Map	
Scale 1 inch = 2000 Feet	Subdivision Locations Outlined

APPENDIX B

- I. The Settling Parties agree to pay to U.S. EPA the \$2,100,850 required by paragraph 25 of this Order as follows:

Ecolab Inc. agrees to pay \$700,000.

Regal-Beloit Corporation agrees to pay \$550,000.

Waste Management of Wisconsin, Inc. and Waste Management of Illinois, Inc. agree to pay a total of \$850,850.

- II. The Settling Parties agree to pay to the State the \$100,000.00 required by paragraph 28 of the Order as follows:

Ecolab Inc. agrees to pay \$33,000.

Regal Beloit Corporation agrees to pay \$26,000.

Waste Management of Wisconsin, Inc. and Waste Management of Illinois, Inc. agree to pay a total of \$41,000.